

Grantee certifies that its suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3) (a).

ARTICLE 11 - EFFECTIVE TERM/TERMINATION:

The term of this Agreement shall be effective on the date of execution of the Agreement by both parties and shall continue in full force until July 1, 2004, unless otherwise terminated as provided herein. This Agreement may be terminated by either party upon thirty (30) days written notice by the terminating party to the other party, provided that the County will not arbitrarily or unreasonably deny funding to Grantee under the terms and conditions set forth herein.

ARTICLE 12 - NOTICES:

The County's representative/grant manager during the term of this Agreement is identified as:

Department of Environmental Resources Management
Attn: Director
3323 Belvedere Road, Building 502
West Palm Beach, FL 33406
(561)233-2400 Fax: (561) 233-2414

The Grantee's representative/grant manager during the term of the Agreement is identified as:

Paul E. Carlisle, Public Works Director
Town of Lake Park
650 Old Dixie Highway
Lake Park, FL 33403
(561) 881-3345 Fax: (561) 881-3349

All notices required to be given under this Agreement shall be deemed sufficient to each party when delivered by United States mail to the County and Grantee representative/grant manager identified above, respectively, and with a copy to the Palm Beach County Attorney's Office, 301 North Olive Avenue, Sixth Floor, West Palm Beach, FL 33401.

ARTICLE 13- ENFORCEMENT COSTS

Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and/or conditions of this Agreement shall be borne by the respective parties provided, however, that this clause pertains only to the parties to this Agreement.

ARTICLE 14- COMPLIANCE WITH LAW

The Grantee shall comply with all applicable federal, state and local rules and regulations in providing services under this Agreement. The Grantee acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.

ARTICLE 15- REMEDIES

This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 16- SEVERABILITY

In the event that any section, paragraph, sentence, clause or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

ARTICLE 17 - ENTIRETY OF AGREEMENT

The Grantee agrees that the Scope of Work has been developed from the Grantee's funding application and that the County expects performance by the Grantee in accordance with such application. In the event of a conflict between

the application and this Agreement, this Agreement shall control. The County and the Grantee both further agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 18 – COUNTY'S AUTHORITY TO EXECUTE AGREEMENT

The Board of County Commissioners of Palm Beach County, Florida delegated the authority to execute this Agreement to the County Administrator, the Director and Deputy Director of the Department of Environmental Resources Management on *[February 25, 2003.]*

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the County and Grantee has hereunto set his/her hand the day and year above written.

TOWN OF LAKE PARK

PALM BEACH COUNTY, FLORIDA
FOR ITS BOARD OF COUNTY
COMMISSIONERS

By: _____
Paul W. Castro, Mayor Date

By: _____
Richard E. Walesky, Director Date
Environmental Resources Management

ATTEST:

By: _____
Carol Simpkins, Town Clerk, CMC Date

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Assistant County Attorney

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By:  _____
Town Attorney